



CITY OF SAINT CHARLES, MISSOURI REQUEST FOR PROPOSAL

RFP#	4165	Issue Date	January 27, 2016
Description	Compensation & Classification Study		
Date and Time Due	Friday, February 12, 2016 2:00pm		
RETURN BID TO:			
City of Saint Charles, Missouri ATTN: Purchasing Office, Ste 102 200 N. 2 nd Street Saint Charles, MO 63301-2851			

******* LATE BIDS/PROPOSALS WILL NOT BE ACCEPTED *******

Scope

The City of St. Charles, Missouri is seeking proposals from qualified firms to conduct a comprehensive Compensation and Classification Study (the "Study") of job positions in City government. This Study will evaluate the City's pay table, pay plan and performance system for approximately 76 differently titled positions. **Cost estimates are to be included in a separate sealed envelope and labeled as such.**

Vendor Checklist:

- ☐ Proposal in Accordance with this RFP
- ☐ Cost Estimate in Separate Sealed Envelope
- ☐ Any Addendums to this RFP
- ☐ Current Year Proof of Lawful Presence
- ☐ Affidavit of Compliance with Section 285.500 RSMo et seq.
- ☐ All bid materials clearly marked with "**RFP 4165**"
- ☐ Registered Vendor; Form on File
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INFORMATION

Purpose:

Proposals are requested from qualified firms to provide a Compensation & Classification Study for the City.

Proposal submission:

All proposals must be received by the City of Saint Charles, Missouri, Purchasing Office, 200 North Second Street, Room 102, Saint Charles, Missouri 63301 prior to 2:00 p.m., City time, on Friday, February 12, 2016. Each proposal package shall consist of one original (identified as such) and six copies of the complete proposal. **Cost estimates are to be included in a separate sealed envelope and labeled as such.**

It is the responsibility of the firm to ensure the proposal is received prior to the deadline. Firms mailing proposals should allow ample mail delivery time to ensure timely receipt. Proposals received after the submission deadline will not be accepted and will be returned unopened.

Proposals must be clearly identified as a proposal for the City of Saint Charles, Missouri, and “RFP 4165” should be printed on the outside of the proposal packet. Proposals will not be accepted by facsimile transmittal, electronic mail or telephone. It is requested that proposals be in flat bound form to facilitate filing. Please do not submit proposals in loose leaf ring binders.

Amendments to RFP:

If it is necessary to revise the RFP, an addendum will be posted to the City’s website under the original RFP advertisement.

TERMS AND CONDITIONS

Qualifications. All firms shall provide satisfactory evidence that they performed this type of service on multiple occasions.

Compliance with laws and ordinances. Firms shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City and the State of Missouri.

Firms shall comply with the City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

Method of selection and award. City will evaluate each proposal in accordance with Code of Ordinances Section 145.240(B) which is printed below:

For all other professional services, the following steps will be taken:

1. The Purchasing Agent shall solicit responses to the request for proposals in whatever manner is deemed most likely to obtain the greatest number of responses from qualified providers of the required services.
2. Review; selection of offeror: After receiving all responses to the request for proposals the City Purchasing Agent and the head or director of the department, board, or commission requiring the service, shall review each response and select the offeror best qualified to provide or perform the service required. Selection of the best qualified offeror shall be based upon the relative importance of the qualifications for the project as stated in the request for proposals.
3. Negotiations with offeror, compensation, and the like: The City Purchasing Agent, or the head or director of the department, board or commission requiring the services, shall engage in discussions and negotiations shall be conducted so as to determine the sufficiency of the offeror's qualifications and to establish an amount of compensation which is fair and reasonable. If the sufficiency of the offeror's qualifications cannot be determined or the amount of compensation cannot be agreed upon, then discussions and negotiations will be formally terminated with the selected offeror. Discussions and negotiations shall then be conducted with the other offerors in the same manner and for the same purposes as heretofore described, in the order of their respective qualification rankings until an agreement is reached with the then best qualified offeror for a compensation determined to be fair and reasonable.

City staff will evaluate the proposals. Firms may be invited to interview.

Non appropriation of money. The contract shall be subject to a non-appropriation clause which means in the event the City does not budget and appropriate, specifically with respect to the contract, on or before January 1, moneys sufficient to make all payments under the contract, the City shall not be obligated to make those payments.

Ownership of proposals. All proposals become the property of the City upon receipt. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal. Disqualification of a proposal does not eliminate this right.

Proprietary information. All material submitted in response to this RFP will become public record and will be subject to inspection after a contract is executed.

Rejection of proposals and waiver. City reserves the right to reject any or all proposals, or to cancel the RFP process at any time for any reason and without cause. Failure to furnish information requested, follow the proposal format or instructions may disqualify a proposal. City reserves the right to accept the proposal which in its judgment best serves the interests of the City. City further reserves the right to award the contract to the next most qualified proposer if the successful proposer does not execute a contract within thirty (30) days after being notified of the award of the proposal. City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the City's best interest or to waive any informalities.

Costs incurred in responding to the RFP. City shall not be obligated to pay any firm or be liable for any cost incurred by a firm in responding to this RFP. All costs associated with the presentation of the proposal and any supplemental information shall be borne solely by the proposer, and shall not be passed on to the City under any circumstances.

Submission of proposals and supplemental material. City reserves the right to request clarification of information submitted and to request additional information from one or more proposers. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the proposal. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the Purchasing Office. Submission or distribution by the proposer of unsolicited supplemental materials to City employees or Officials may result in rejection of the proposal.

Discrimination policy. The City of Saint Charles does not discriminate on the basis of handicapped status, race or color, national origin, religion, age or sex in employment or the provision of municipal services. Furthermore, the City has an Affirmative Action Plan for the purpose of promoting vigorously the objectives of equal opportunity in employment and all programs and services.

Indemnification and insurance.

A. The firm shall indemnify and hold harmless the City from all suits or action of every name and description brought against the City for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any person or persons due to the work, or by or in consequence of any hazard, or of any negligence by the firm, their agents or employees or assigns in performing work, or by or on account of any act or omission of the firm, their employees, agents or assigns.

B. The firm shall carry adequate public liability and property damage insurance for the joint and several benefit of the firm and the City with a company licensed to do business in Missouri, qualified as stated below, and in the policy amounts not less than those specified below. The amounts of coverage required for public liability or property damage shall not be construed to limit the liability of the firm in protecting the City from damage or injury claims. The City shall have the right to require the firm to increase any or all policy limits while the work is in progress in the event the City determines that unusual or special risks revealed by the work so require and

in such amounts as the City may determine to be adequate, and without thereby limiting the liability of the firm in protecting the City from damage or injury claims.

C. As partial security for the defense of claims and the payments required under such indemnity, the firm shall furnish, at their cost, an owner's protective insurance policy naming the City as insured for amounts not less than the firm's public liability and property damage insurance covering the work.

D. The firm shall comply fully with the requirements of the Workmen's Compensation Act of the State Missouri and shall furnish evidence that it is insured.

E. The coverage shall insure the City, its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

F. The cost of the insurance shall be included in the fee and no additional payment will be made therefore.

G. The amounts of such insurance shall be not less than the following:

1. Company's Bodily Injury Liability and Property Damage Liability Insurance:
 - a. Injury or death of one person: \$500,000
 - b. Injury to more than one person in a single accident: \$3,000,000
 - c. Property damage, per accident: \$3,000,000
2. Automobile and Truck Public Liability, Bodily Injury, and Property Damage:
 - a. Injury or death of one person: \$500,000
 - b. Injury to more than one person in a single accident: \$3,000,000
 - c. Property damage, per accident: \$3,000,000

H. Certificates of insurance shall be provided to the City. The insurance evidenced by a certificate will not be cancelled or altered except after ten (10) days from receipt by the City of written notice thereof. The City shall be listed on all Certificates of Insurance as additional insured. All companies providing insurance shall have at least an A.M. Best rating.

Questions regarding the scope of services and proposal process. To ensure fair consideration for all proposers, the City discourages communication to or with any department, bureau or employee during the submission process, except as provided herein. Communication between a firm and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal.

Questions about the RFP may be directed to:

Purchasing@stcharlescitymo.gov

SCOPE OF SERVICES

- A. Introduction and deliverables.** The City is soliciting proposals from qualified firms to conduct a comprehensive Compensation and Classification Study (the “Study”) of job positions in City government.

The City's 2008 compensation & classification review was completed by Higbee & Associates. The City has a pay table (grade & step), pay plan, and performance system currently in use. The City's current pay table has approximately 76 different titled positions.

All documents and deliverables shall be provided in Microsoft Word or Excel format on computer disk and in hard copy. All documents and deliverables become the property of the City and the author or the firm shall have no copyright interest. The City shall have the right to use all documents for any purpose.

The Study shall include the following deliverables:

1. Position analysis;
2. Salary evaluation, implementation recommendation and update;
3. Pay plan development, evaluation and update;
4. Wage and salary survey preparation and analysis (market ranges);
5. Pay range determination;
6. Position and pay classification; and
7. Preparation of required reports.

- B. Services to be provided.** The following describes various tasks necessary to satisfy this Scope of Services:

1. Meetings are to be held with City staff to gather information regarding the City's current compensation and classification plan, and to discuss any specific concerns of the City with respect to the development of a new pay plan. Later meetings are to be held with City staff to present and discuss the firm's intended strategy for completing the analysis of each job within the City, discuss methodology, review the overall scope of work for the project, and schedule for completion of all activities.
2. Provide for a comprehensive evaluation of every job within the City via desk audit, questionnaire, online survey or a combination thereof to determine relative worth within the organization (internal equity) and for the establishment of pay ranges. Consultants shall provide cost estimates for each of the above methods. Included should be a comparison and analysis of salaries and wages of like or similar jobs (external equity) in comparable government entities and private employers in Missouri and the general region for which the City competes for a labor supply.
3. Perform an analysis of both the wage and salary survey information and the job evaluation data to determine an equitable and appropriate pay and classification plan for the City.

4. Delivery with proposal of a timeline and completion date for each type/method of study proposed.
5. Perform an analysis of all (or selected) positions to determine their status (exempt or nonexempt) based on requirements of the Fair Labor Standards Act.
6. Provide annual maintenance of the new plan to include recommendations for adjustments to pay ranges to keep the plan competitive and current. The City will request this information by letter each year prior to the City's budget preparation. Provide for continuous maintenance as needed for the plan to include the evaluation of new positions and re-evaluation of existing positions that change in job. The cost for this maintenance is to be listed separately in the proposal.
7. Provide implementation recommendation.

C. Deliverable requirements. The classification/compensation system to be recommended as responses to this RFP must adhere to the following basic elements and characteristics: The systems must meet all legal requirements, be totally nondiscriminatory and provide for compliance with all pertinent federal, state and local requirements (e.g., ADA, FLSA, EEO/AA, etc.)

1. The systems must be easy for management to administer, maintain and defend.
2. The systems must easily accommodate organizational change and growth.
3. The systems should be based upon sound compensation principles in which both internal and external equity are considered within the pay structure as well as the concepts of equal pay for equal work, equal pay for similar work, and equal pay for comparable work.
4. The systems should provide for new positions to be incorporated into the compensation plan as well as regular adjustments to maintain the plan's competitiveness.
5. The appraisal system should take into account the unique nature of certain functions and responsibilities which are characteristic of certain jobs and departments in City government.

D. Content of proposal. The proposal submitted should, at a minimum, include the following information:

1. The firm name and contact person, together with the address, telephone number, facsimile number and email address, of the office from which the services will be provided.
2. A brief history of the Firm. Information should include organization structure, location of management, and evidence that the firm is authorized to do business in Missouri.

3. A description of the services, specifically relating to the governmental sector, which the proposer is capable of providing, together with an explanation of how these services might best assist the City. Include specific information on specialized resources available to your firm such as computer capability, access to market information, personnel with specialized knowledge and expertise in the governmental field.
4. A chronological listing of governmental engagements, specifically within the State of Missouri, for which your firm has served over the past three years. If you do not have government experience, please include a minimum of three current similar studies that have been performed. Be sure to include specific dates and a brief description of the services provided.
5. A list of references you have provided services to over the past three years. For each reference listed, the information provided should consist of the name and mailing address of the governmental entity and name and telephone number of your contact person within said governmental entity.
6. Identify any litigation or proceedings, during the past three years, related to a dispute between you and a customer regarding the delivery of professional services.
7. Any additional information that will assist the City in evaluating your qualifications. Voluminous examples are not necessary.

E. Compensation. The fee proposal should set forth the basis for the fee to be charged for the work proposed and at a minimum contain the following information:

1. Estimate of the number of hours to complete each deliverable identified in section A above and the length of time to complete each deliverable
2. Hourly rates for each person performing work
3. Estimated not to exceed amount for completion of deliverables
4. Whether out-of-pocket expenses for travel, document reproduction, postage, etc., will be charged, with a maximum not to exceed amount

City reserves the right to accept all or any part of the fee schedule and to negotiate any charges contained therein.

F. Evaluation criteria. To assist in the evaluation of proposals, the following criteria will be used:

	Factor	Point Range
1	Knowledge, experience and reputation with comp/class studies	0 to 20
2	Experience in delivery of studies to cities similar in size, positions and budget	0 to 20
3	Qualifications of assigned personnel	0 to 20
4	Proposal responsiveness by clearly understanding scope of work	0 to 25
5	Office location, proposed completion date, references	0 to 15
	Maximum Points	100

PROPOSAL FORM

Execution of this proposal form certifies the firm will comply with all terms and conditions, scope of services and all other specifications of the RFP and the subsequent contract. The RFP and proposal will become an integral part of the contract.

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide Compensation & Classification Study Services to the City of Saint Charles in accordance with this RFP and Scope of Service contained herein if so selected.

Firms are to include in a separate sealed envelope a fee proposal identified as such.

This Form must be attached to your proposal.

Indicate whether: () Individual; () Partnership; () Corporation

Incorporated in the state of: _____

COMPANY: _____

ADDRESS: _____

IF LOCATED WITHIN CITY LIMITS, PLEASE PROVIDE ST. CHARLES BUSINESS
LICENSE NUMBER: _____

TAX ID NO.: _____ PHONE NO.: _____

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EMAIL ADDRESS: _____

****All prices above are FOB Destination: City of St. Charles. By signing, Bidder understands and agrees that all shipping, handling, fuel surcharges, etc. are included in prices above.**

**NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS
REGARDING §§ 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009**

Effective January 1, 2009 and pursuant to Missouri Revised Statute Section 285.530(1), “No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.”

As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g. City of Saint Charles, MO) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Section 285.530 (2) RSMo.

“Business Entity” is defined as:

...[A]ny person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “business entity” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “business entity” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “business entity” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034 RSMo. See, Sec. 285.525 RSMo

The City of Saint Charles, Missouri, in order to comply with Sections 285.525 through 285.550 RSMo, has instituted the following procedure:

Required Affidavit for Contracts Over \$5,000 (US) – Effective January 1, 2009, business entities desiring to contract with the City for the provision of service shall comply with the provisions of Sections 285.525 through 285.550 RSMo. Contract award is contingent upon Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A sample affidavit is attached hereto and can be found and downloaded on the City of St. Charles Purchasing website.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program’s Memorandum of Understanding (MOU)).

The City of Saint Charles encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/e-verify> or by calling 888-464-4218.

If you have any questions, please contact the Purchasing Office of the City of Saint Charles at 636-940-4668.

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.

(REQUIRED FOR CONTRACTS FOR PROVISION OF SERVICES IN EXCESS OF \$5,000)

STATE OF _____)

)ss

COUNTY OF _____)

Before me, the undersigned Notary Public, _____(Name)
personally appeared who is _____(Title) of
_____ (Company Name), and after being sworn did depose
and say:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo, et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature (Person with Authority)

Printed Name

Title

Date

Subscribed and sworn to before me this _____ day of _____(Month, Year).

My commission expires:

Signature of Notary Date



City of Saint Charles

200 North Second Street • Saint Charles, MO 63301

PROOF OF LAWFUL PRESENCE - PUBLIC BENEFITS

Name: Last	First	Middle Initial	Maiden Name
Address (Street Name & Number)		Apt #	Date of Birth
City		State	Zip Code

	(Check all that apply to signer and company): <input type="checkbox"/> A Citizen of the United States <input type="checkbox"/> A Lawful Permanent Resident <input type="checkbox"/> Company uses e-Verify to Hire New Employees <input type="checkbox"/> All Employees are authorized to work in U.S.
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Signature	Date (M/D/YY)
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VERIFICATION: *To be completed by City Staff.* Please record the title and expiration date of either: one document from Column A *or* a Missouri driver's license (Column B) *or* one document from Column C as listed in the Notice to Applicants for Public Benefits and attach a copy of the documentation.

A - MoDOR Accepted Documentation	Or	B - MO Driver's License	Or	C - Other Federal Documentation
Document title: _____		Missouri Driver's License <input type="checkbox"/>		Document title: _____
Expiration Date (if any) _____		Expiration Date _____		Expiration Date (if any) _____

CERTIFICATION: I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.*

Signature of City Staff Person:	Print Name:	Date:
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***NOTE TO CITY STAFF:** If sufficient documentation was not presented, do not sign the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.

Penalties under state law for fraudulently obtaining public assistance benefits may include, but are not limited to, imprisonment, fines, and discontinuation of benefits and recovery of benefits fraudulently obtained.



CITY OF SAINT CHARLES VENDOR INFORMATION FORM

Please complete the information below and return with your completed W-9 to the City's Purchasing Office at the address indicated below.

LEGAL ENTITY NAME: _____

CHECKS PAYABLE TO: _____
(if different than Legal Entity above)

INCORPORATED IN THE STATE OF: _____

REMITTANCE ADDRESS: _____
(if different than address listed on W-9) (Address) (City/State/Zip)

BID TO ADDRESS: _____
(if different than above) (Address) (City/State/Zip)

PAYMENT TERMS: _____

PHONE NO.: _____ FAX NO.: _____

CONTACT: _____ TITLE: _____

EMAIL ADDRESS: _____